SPEND MODULE TERMS

Any terms and conditions set forth in this Agreement regarding a specific Service shall only apply to Customers who have requested that specific Service.

The Spend Module consists of:

(a) **Expense Processing**, its core feature, which enables Customers to capture, submit, approve and process employee expenses;

(b) **Direct Reimbursement** (under which Perk disburses approved out-of-pocket business expense reimbursements to Users on the Customer's behalf) and **Third Party Cards** (which connect the Customer's existing third-party payment cards to the Spend Module), each an additional feature available only as an extension of Expense Processing; and

(c) **Perk Card** (the issuance of Perk Platinum Visa Debit Cards) and **Elevated Support** (enhanced support services), optional add-ons.

Each is provided only to the extent ordered by the Customer in the applicable Order Form.

Throughout these terms capitalised terms shall have the meanings given to them in Service Terms, unless expressly defined here.

These Spend Module Terms were last updated on the 28 August 2026.

1 EXPENSE PROCESSING

1.1 Customer may purchase Active User licenses for the Expense Processing solution in increments of 10 Active Users per month. An **Active User** shall be taken to mean any User who performs at least one Financial Transaction in the Spend Module within a given calendar month, excluding actions limited to Invoice Processing. This includes, for example, submitting an expense, having an expense submitted on one's behalf, approving or rejecting an expense, or otherwise engaging with the Spend Module in a way that results in an expense being processed.

1.2 Active User fees are invoiced monthly in arrears from the start date specified in the Order Form under Term. The number of Active Users licenses in the Order Form represents the Customer's base level commitment for the duration of the Term. Customers may purchase additional Active Users licenses at any time, with the increased number of Active Users licenses setting the new base level commitment.

1.3 In any month where the number of Active Users exceeds the number of Active Users specified in the Order Form, such additional usage will be billed at a rate of 30% above the per-Active User license price (for illustration only: with an assumed price of 15 EUR / month per Active User, the rate for each additional Active User would be 19.5 EUR). Overage fees will be invoiced monthly in arrears, unless otherwise agreed in writing. Charges will automatically scale back to the base level commitment in the following month if usage decreases.

1.4 Perk provides the Services as a tool to help the Customer manage and process employee expenses and related payments. The Customer is responsible for its own tax, accounting and regulatory obligations, and Perk does not provide tax, accounting or legal advice as part of the Services.

2 DIRECT REIMBURSEMENT

2.1 Direct Reimbursement enables out of pocket business expenses claims to be paid out directly to Customer's Users' bank accounts. All payouts are made on behalf of (and as instructed by) the Customer; Perk does not act on behalf of Users and does not hold or control User funds.

2.2 Direct Reimbursement is made available through one of two funding models. Perk informs the Customer which method of direct reimbursement (outlined below) is available (subject to sections 2.3 to 2.5 below):

a) **Customer pre-funded:** payouts are funded from a dedicated card or account solution of the Customer. Where a Perk Lodge Card is utilised, issuance and use is governed by a separate Perk Card Agreement as referenced separately by the Card Order Form; sections 4.1 and 4.2 below apply. Funds made available by the Customer under this funding model are held for the sole purpose of executing payout transactions; they do not constitute a deposit and do not bear interest.

b) **Customer post-funded:** payouts are advanced by Perk and settled by the Customer in accordance with the fees and payment terms indicated in the Order Form (and subject to Section 3 of the Service Terms and our Payment Methods). Post-funded Direct Reimbursement is subject to a prior credit evaluation; payouts count towards the Limit under our Payment Methods Terms - the maximum aggregate amount Perk will advance before receiving payment. Perk may decline or place a hold on payouts in excess of the Limit.

2.3 Provision of Direct Reimbursement is subject to the completion of, and continued compliance by the Customer with, applicable know-your-business (KYB), anti-money laundering (AML) and sanctions screening requirements. The Customer (a) will provide the information and assistance Perk requires to meet the requirements of applicable financial crime laws, including after a reimbursement payment has been made; (b) warrants that it has the authority to instruct Perk to make payouts to Users on its behalf; and (c) is responsible for the accuracy of all payout data.

2.4 Perk may decline or suspend any reimbursement request or payout, or suspend Direct Reimbursement, where the Customer does not comply with section 2.3 (above) or where necessary for Perk to comply with applicable law, investigate suspected fraud or comply with the instruction from a regulator or financial institution. Perk will notify the Customer of any such measure where permitted.

2.5 Perk does not guarantee that Direct Reimbursement is, or will remain, available in any particular country and may modify, suspend or discontinue it in a jurisdiction as necessary to comply with regulatory requirements, giving reasonable notice where permitted. No such measure affects the remainder of the Agreement.

2.6 Perk executes payouts as approved by the Customer (including automated in line with Customer expense policies). Perk is not liable for losses or failed reimbursements to the extent resulting from the Customer's approval (or deemed approval) of an expense claim, or from inaccurate, incomplete or incorrect information provided by the Customer or its Users. The Customer is solely responsible for determining, reporting and paying any taxes arising in connection with payouts.

3 Third Party Cards

3.1 Third Party Cards is an additional feature of Expense Processing that connects the Customer's existing third-party payment cards to the Spend Module, enabling the monitoring and processing of card transactions for spend management purposes.

3.2 Use of Third Party Cards is governed by the Third Party Card Terms, which are incorporated into this Agreement by reference and available at https://www.perk.com/legal/terms-of-use/.

4 PERK CARD

4.1 Perk Card includes the issuance of Perk Platinum Visa Debit Cards. The contractual relationship specifically concerning the issuance of the Perk Platinum Visa Debit Cards is governed by a separate agreement between the Customer and the relevant Perk Affiliate (the **Perk Card Agreement**). The applicable Card Agreement is identified in, and forms part of, the Card Order Form signed by Customer.

4.2 Perk collaborates with partners for the delivery of the card program. The Perk Card Agreement, as referenced in the Order Form, therefore also includes applicable third-party terms.

4.3 The effectiveness of the Perk Card Agreement is dependent on:

a) the continued validity of this Agreement. In the event that this Agreement is terminated for any reason, the Perk Card Agreement shall automatically terminate at the same time.

b) the completion and continued compliance by Customer of applicable know-your-business (KYB) process and anti-money laundering (AML) and sanctions screening, as required by law. Where these requirements cannot be fulfilled by the Customer, the respective Perk Affiliate may terminate the Perk Card Agreement with immediate effect. Termination of the Perk Card Agreement hereunder shall not affect the continued validity of this Agreement.

4.4 Perk Platinum Visa Debit Cards (except for Perk Lodge Cards) are eligible for the **Cashback Program**, based on the cashback percentage defined in the Order Form. Cash withdrawals from ATMs, chargebacks to your card, and transactions determined to be fraudulent by Perk or by the relevant card program partner are not eligible for cashback.

4.5 Cashback will be calculated based on the total eligible card spend and paid out to the Customer by bank transfer at the end of each 12-month period or, in the event of termination of this Agreement, whichever occurs earlier, provided that all invoiced amounts have been paid in full and the Customer is not in material breach of this Agreement.

4.6 Perk is developing an automated cashback mechanism under which cashback will be applied as a credit to invoices. The Customer will be notified in writing once this mechanism is implemented, at which point it shall replace the payout method described above.

4.7 Perk may amend or suspend the Cashback Program in response to material changes in legal, regulatory, or business conditions. If, in any contract year, more than 60% of total card spend is attributed to usage of the Travel Module, the cashback terms may be reviewed and adjusted. Any such amendment or suspension shall be communicated to the Customer with at least 30 days' prior written notice, except where earlier action is required to comply with legal or regulatory obligations.

5 SERVICE LEVEL AGREEMENT

5.1 Perk will use commercially reasonable efforts to ensure the Spend Module achieves a minimum Uptime of 99.9% per calendar quarter. "Uptime" means the percentage of total minutes per calendar quarter during which the Spend Module is accessible and operational to Users, excluding:

a) scheduled maintenance periods of which Customer has been notified in advance;

b) Force Majeure Events (as defined in clause 12 of the Service Terms);

c) issues arising from Customer's own systems, network infrastructure or actions; and

d) issues with third-party services outside Perk's reasonable control.

5.2 If Uptime falls below 99.9% in any calendar quarter, Customer may request a service credit by submitting a written request to Perk's customer care service within thirty (30) days following the end of the affected quarter. The request must include the relevant date(s), time(s) and supporting documentation of the unavailability. Service credits are calculated on a pro-rata basis by reference to the licence fees attributable to the affected Services during the period of downtime. Approved service credits will be applied against future licence fees and do not entitle Customer to a cash refund.

6 SUPPORT COMMITMENTS

6.1 Technical support for the Spend Module is available via the in-app live-chat function or via phone. Customer must provide sufficient information when raising a support request, including logs, screenshots, and steps to reproduce the issue. All support requests are logged in an internal ticketing system.

6.2 Perk will use commercially reasonable efforts to respond to support requests within the following timeframes, measured in Business Hours from the moment the support ticket is received:

Level 1	Critical Issue: Spend Module is completely unavailable, OR Key Functionalities of the Spend Module are unavailable	6 hours
Level 2	High Impact Issue: Key Functionalities of the Spend Module are impaired, but the Platform as a whole remains available	8 hours
Level 3	Moderate Impact Issue: Less severe issues not impacting core functionality of the Module	24 hours

Business Hours *means Monday to Friday from 9:00 a.m. to 5 p.m. (CET) with the exception of public holidays.*

Key Functionality *refers to core features of the Spend Module, including submission, approval, review, and export functions.*

6.3 Where Customer has subscribed to the Elevated Support add-on, the following enhanced response times apply in place of those set out in clause 6.2 above:

Severity Level	**Standard Response Time**	**Elevated Response Time**
Level 1 (Critical Issue)	6 Business Hours	2 Business Hours
Level 2 (High Impact Issue)	8 Business Hours	6 Business Hours
Level 3 (Moderate Impact Issue)	24 Business Hours	8 Business Hours